IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

NOTICE OF MOTION NO. 1627 OF 2003

IN

SUIT NO. 1984 OF 1981

Shaikh Yasin Saidullah .....Plffs.
vs.
Jamilabee Kasim Abu Hussein
and ors. .....Defnds.
AND
Shaikh Shoaib Yasin and ors. ....Applicants

Asif Iqbal Patel for the plffs.

H.C. Shaikh and B.N. Acharya from Court Receiver present.

CORAM: S.U. KAMDAR, J.

DATE : 23rd September, 2005.

P.C. :

1. The defendant no.1 was appointed as agent inrespect of the hotel business carried out on a structure on payment of Rs.200/- per month as compensation but without security. However the

defendant no.1 committed breaches of the terms and conditions of the agreement and accordingly the court Receiver has already taken possession on 31.7.2001. Defendant no.1 has since expired. Defendants are served. By my order dated 22.9.2005 I directed the plaintiff's advocate to issue notice. However inspite of notice none appears for the defendants. The said premises are lying vacant with the court Receiver. the defendant no.1(a) to 1(f) has also not paid the electricity and water charges during his occupation. There is already an order passed by this court for making payment of the aforesaid amount. In view thereof prayer (b) and (c) does not survive. However in so far as prayer (e) is concerned I direct the Court Receiver to appoint plaintiff as his agent in respect of the said premises on the same terms and conditions as the defendant no.1 was appointed. Plaintiff is directed to make payment of the water and electricity charges of arrears subject to his recovery from defendant nos.1(a) to 1(f). Court Receiver is directed to co-operate with the plaintiff to get the water and electricity

connection restored as well as the licence.

. Court Receiver to act on authenticated copy of this order.

sd/-

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